

A. G. Contract No. KR920832TRN
ECS File: JPA 91-122
Project: N-900-518/H 0936 01C
Section: Dead Horse Ranch SP

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF COTTONWOOD

THIS AGREEMENT is entered into 28 May, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF COTTONWOOD, acting by and through its City Council (the
"City").

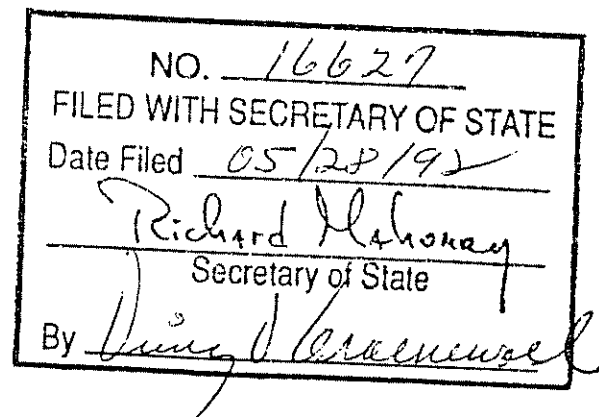
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Incident to a future improvement project to Dead Horse
Ranch State Park contemplated by the State, it is necessary to
construct a new park access road, a portion of which will
traverse real property outside the park, within the limits of
the City, at an estimated cost of \$3,500,000.00, hereinafter
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. According to State standards and specifications, and at its own cost, the State will design, call for bids and award one or more construction contracts for the Project, administer same and make all payments to the contractor. The State shall be responsible for any contractor claims for extra compensation.

a. The improvements include a new park access road, a portion of which is within the limits of the City but is outside the park, from approximately Station 10+00.00 to Station 10+50.05, and from Station 18+05.37 to Station 29+86.36.

b. The estimated cost of this Project is \$3,500,000.00.

c. The State may acquire in the name of the City additional rights of way as may be required for the Project, and, the City hereby authorizes the State to condemn rights of way in the name of the City, as necessary to accomplish said acquisition(s). The City shall accept any right of way for the Project outside the park within the City limits, acquired by the State for the park access road, as part of the City street system.

d. Upon completion and acceptance of the Project, the City shall provide maintenance to the park access road outside the park within the limits of the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (A).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

City of Cottonwood
City Manager
827 North Main Street
Cottonwood, AZ 86326

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COTTONWOOD

STATE OF ARIZONA

Department of Transportation

By Ron Moen
RON MOEN
Mayor

By Robert P. Mickelson
ROBERT P. MICKELSON


ATTEST:

By Marianne J. Kistner
MARIANNE JIMENEZ KISTNER
City Clerk

RESOLUTION

BE IT RESOLVED on this 17th day of March 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Cottonwood for the purpose of defining responsibilities for the acquisition, construction and maintenance of portions of a new park access road for Dead Horse Ranch State Park.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN
Director

RESOLUTION NUMBER 1309

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, RESCINDING RESOLUTION NUMBER 1305 AND RE-ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR THE ACQUISITION, CONSTRUCTION AND MAINTENANCE OF PORTIONS OF A NEW PARK ACCESS ROAD FOR DEAD HORSE RANCH STATE PARK.

WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement; and

WHEREAS, the City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement; and


WHEREAS, incident to a future improvement project to Dead Horse Ranch State Park contemplated by the State, it is necessary to construct a new park access road, a portion of which will traverse real property outside the park, within the limits of the City, at an estimated cost of \$3,500,000.00; and

WHEREAS, the State may acquire in the name of the City additional rights of way as may be required for the Project, and the City hereby authorizes the State to condemn rights of way in the name of the City, as necessary to accomplish said acquisition(s). The City shall accept any right of way for the Project outside the park within the City limits, acquired by the State for the park access road, as part of the City street system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the intergovernmental agreement between the Arizona Department of Transportation and the City of Cottonwood for a new park access road for Dead Horse Ranch State Park is hereby re-adopted.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 5TH DAY OF MAY, 1992.

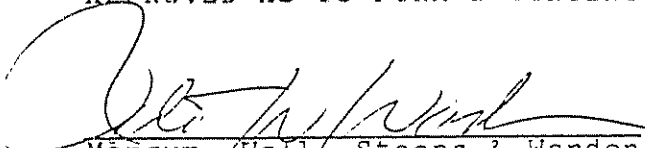



Ronald D. Moen, Mayor

Resolution Number 1309
page 2

APPROVED AS TO FORM & CONTENT:

ATTEST:


Mangum, Wall, Stoops & Warden
City Attorneys


Marianne Jimenez Kistner
City Clerk

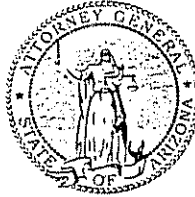
JPA 91-122

APPROVAL OF THE COTTONWOOD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 2nd day of April, 1992.


City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

May 15, 1992

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0832-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of May, 1992.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
7333G/73